

Workforce Investment Act
Workforce Development Board's
Local Plan
Reference Document

August 29, 2011

DETW-17055-P (N. 08/2011)



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- Attachment A** **WDB's Business Services Plan**
Attach a copy of the WDB's regional Business Services Plan, and identify who, including workforce partners, participated in the development of that Plan. Describe how the Business Services Team coordinates with business services activities of partners, especially Job Service and Vocational Rehabilitation.
- Attachment B** **Memorandum of Understanding Template**
Memorandum of Understanding (MOU) Template between the WDB and each of the one-stop partners must be used. The only alteration(s) may be specific WDB additions that tailor the document to local circumstances. The document(s) require signatures that must be current within the past three (3) months. If the WDB has all partners sign one MOU, or, if the WDB uses a standard MOU for sign-off by each partner, attach one MOU. If each partner has a different MOU, attach a copy of each MOU.
- Attachment C** **Comprehensive and Affiliated Sites Template**
- Attachment D** **Local Technical Assistance Training** Provide a summary, and include copies, or, list hypertext links of any area's technical assistance and training materials being used to train WIA staff, other WIA partner's staff and WIA training providers.
- Attachment E** **Universal Access** Universal access activities, assessment and other information. Template must be used.
- Attachment F** **UI and Re-employment Services**
WDB policy(s) and procedures to support and coordinate with Unemployment Insurance re-employment services activities. If the WDB does not have a written policy, describe the coordination processes.
- Attachment G** **Trade Adjustment Act**
Any local guidance or policy that is used relating to TAA.
- Attachment H** **Rapid Response**
WDB's written policies and procedures for Rapid Response. If the WDB does not have a policy or, the criteria outlined in the Guidelines are not addressed in a local policy, address them in the Plan document.
- Attachment I** **Priority of Service Policy**
WDB policy on the "priority of service" due to limited funding as approved by the WDB [*§ 663.600*] If this is not in the "priority of service" policy, also attach the WDB policy if income is used as a basis for serving adults, or, indicate that the WDB does not use this criteria.

Attachment J	Veterans Priority of Service Policy WDB's policy on serving eligible veterans and spouses first to meet the Jobs for Veterans Act [<i>Administrator's Memo 10-2</i>]
Attachment K	Additional policies on eligibility beyond Core services Any additional policies for determining eligibility for other services beyond core services.
Attachment L	Self-sufficiency Policy WDB policy on the definition of Self-Sufficiency that (1) may include criteria such as family size, definition of "dependent" or lack of health care insurance; (2) describe how it is applied to dislocated workers [<i>"Self-sufficiency for a dislocated worker may be defined in relation to a percentage of the layoff wage."</i>]; and, (3) how the "special needs of individuals with disabilities or other barriers to employment should be taken into account when setting criteria to determine self-sufficiency."
Attachment M	Supportive Services Policy WDB policy on Supportive Services that includes what supportive services may be provided; when they may be provided; and, limits on the amount and duration.
Attachment N	Follow-up Services Policy
Attachment O	Needs Related Payments Policy
Attachment P	Other Local Area Agreements WDB policy related to: "Any local area may enter into an agreement with another local area (including a local area that is a city or county within the same labor market) to pay or share the cost of educating, training, or placing individuals participating in programs assisted under this title, including the provision of supportive services. Such agreement shall be approved by each local board providing guidance to the local area and shall be described in the local plan under section 118."
Attachment Q	Policy for Determining Eligibility for Training Services
Attachment R	ITA Policies WDBs ITA policy, and other policies that indicates any limits on duration and amounts of ITAs, and policies/documents required of participants to demonstrate a "need for training."
Attachment S	ITA List WDB policy(s) and procedures for adding, removing, and monitoring training providers on the ITA List.
Attachment T	OJT and Customized Training Policy(s)
Attachment U	Ten Youth Program Elements Policy/Description

Attachment V	List of Youth Providers Also, describe the WDB's request-for-proposal process to be used in awarding contracts for youth services including the frequency of issuance, review criteria, and who reviews the proposals. "the local board shall identify eligible providers of youth activities in the local area by awarding grants or contracts on a competitive basis, based on the recommendations of the youth council." How does the WDB measure the success of youth service providers?
Attachment W	List of Youth Council Members List of Youth Council members, their titles, and the organizations they represent.
Attachment X	Performance Measures: Performance Improvement Plan Self-Assessment Survey Template
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Attachment Z	Plan Review, Public Comment and Documentation
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Attachment DD	Debarment, Suspension, Ineligibility and Voluntary Exclusion and Signatures
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Attachment II	Quarterly Budget Information Summary
Reference Documents:	Section 188 Compliance & Equal Opportunity Comprehensive Job Center Standards Policy State Waivers List Common Measures List

TEMPLATE
Memorandum of Understanding
Pursuant to the Workforce Investment Act of 1998
For the _____ Comprehensive Job Center
Job Center Name

1. Parties: The parties to this Memorandum of Understanding (MOU) are:

a. (Insert name of the local Workforce Development Board or "WDB" and its acronym.)

(address)

(contact person and telephone number)

(fax number and e-mail address)

b. (Insert the name and title of the Chief Local Elected Official.)

(address)

(contact person and telephone number)

(fax number and e-mail address)

c. (Insert the name(s) of the agency(ies) selected as the One-Stop Operator OSO.)

(address)

(contact person and telephone number)

(fax number and e-mail address)

d. (Insert name of the One-Stop Partner (hereafter Partner) organization name, acronym and related fund source description if needed to identify as mandated partner.)

(address)

(contact person and telephone number)

(fax number and e-mail address)

e. Partner (Insert additional partners as needed.)

The information above may be updated as needed by giving written notice to all parties.

Agreement between WDB, Chief Local Elected Official, the One-Stop-Operator(s) and the WIA (and Gubernatorial) Mandatory One-Stop Partners

1) Services to be provided through the Job Center System

Describe:

- a) The services/functions provided at each Comprehensive Job Center.
- b) The Core services provided by each partner per their respective program/funding at Comprehensive Job Center, and the arrangements for providing those services.
- c) The Intensive and Training services provided by each partner, where appropriate, at each Comprehensive Job Center.

2) Costs of Services and Operating Costs for the Job Center System

Describe:

- a) How the costs of such services and the operating costs of the One-Stop delivery system will be funded. (By Comprehensive Job Center and/or the system within the Workforce Development Area).
- b) OPTIONAL: Any agreements among WIA partners and/or sub-contractors relating to access of employer's job openings and job order postings on JobCenterofWisconsin.

3) Methods for Referral of Individuals between One-Stop Operator and the Job Center Partners and between the Job Center Partners

Describe:

- a) The methods for referral of individuals between the One-Stop Operator and the One-Stop Partners, for the appropriate services and activities at each Comprehensive Job Center.
- b) OPTIONAL: Any special agreements for confidentiality and data sharing.

4) Duration, Dispute Resolution, Withdrawal, Amendment and Severability

- a) **Duration:** This MOU shall remain in effect until terminated by the repeal of the *Workforce Investment Act of 1998* (WIA), otherwise by action of law, or in accordance with this section.
- b) **Dispute Resolution:** The process for dispute resolution should describe the following:
 - a) Withdrawal from the MOU – length of notice required before withdrawal; process for notifying all parties; and detail on what does remain in effect if any partner withdraws;
 - b) Resolution of disputes; c) Amendment of the MOU; and d) Severability of the MOU.

Attachment B

- c) **Withdrawal:** Any party may withdraw from this MOU by giving written notice of intent to withdraw at least 120 calendar days in advance of the effective withdrawal date.
 - 1. Notice of withdrawal shall be given to all parties at the addresses shown in Section 1 of this MOU, and to the contact persons so listed, considering any information updates received by the parties pursuant to Section 1.
 - 2. Should any Job Center Partner withdraw, the MOU shall remain in effect with respect to other remaining Job Center Partners until the MOU is renegotiated.
 - 3. Any failure to execute an MOU between a local WDB and a required partner must be reported to the Governor or State Board. In addition, any local area in which a local WDB has failed to execute an MOU with all of the required partners is not eligible for State incentive grants.
- d) **Amendments:** The MOU may be amended at any time by written agreement of the parties. Assignment of responsibilities under this MOU by any of the parties shall be effective upon written notice to the other parties.
- e) **Severability:** If any part of this MOU is found to be null and void, or is otherwise stricken, the rest of this MOU shall remain in force.

5.) Other provisions.

- a) Any partner that delivers service to business shall participate in the development and implementation of the *Comprehensive Job Center's Business Services Plan* and the Business Services Team.
- b) Any other provisions as determined locally.

6.) Attachments:

- a) Attach other documents that are references in this MOU.

7.) Authority and Signatures

The individuals signing below have the authority to commit the party they represent to the terms of the MOU, and do so commit by signing below. Each signatory also agrees to work towards Job Center system measures and program performance measures.

FOR THE (Insert name of WDB)

Signature and Date

Name and Title

FOR THE CHIEF LOCAL ELECTED OFFICIAL

Signature and Date

Name and Title

FOR THE (insert name of One-Stop Operator)

Signature and Date

Name and Title

FOR THE (insert name of Mandatory One-Stop Partner)

Signature and Date

Name and Title

FOR THE (additional Mandatory One-Stop Partners)

One-Stop Comprehensive and Affiliated Sites

Comprehensive Job Centers

Name of the Job Center Address Telephone numbers(s) Fax number	Name(s) of the Manager and/or One-Stop-Operator(s) Telephone number(s) Email address(s)	WIA partner(s) physically located at the Job Center
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Affiliated or Other Service Locations

Name of the Site Address Telephone numbers(s) Fax number	Name(s) of the Manager and/or One-Stop-Operator(s) Telephone number(s) Email address(s)	WIA partner(s) physically located at the site
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Universal Access

WDBs should:

Provide results of an annual assessment to measure Universal access that includes communication, physical and programmatic accessibility. (Suggested methodology is to implement the WIA 188 checklist.) Provide a corrective action plan regarding any deficits in the Universal Access assessment.

Provide an assessment on strategies to improve programming and services to high risk populations. (Assessment strategies will focus on the following areas: attendance/enrollment in WIA programs by high risk populations, effectiveness and demand for core/auxiliary programming services and participation in economic growth initiatives.)

Describe how the WDB is providing universal access for people with disabilities, older workers, offenders, minorities etc., through targeted outreach programs that includes community organizations, school systems, business teams and public forums.

Provide an assessment of locally developed electronic communication (Web Pages, Newsletters, etc) that meets ADA-AA section 508 regarding electronic accessibility.

Provide policy and process to provide a reasonable accommodation, including sign language and language interpreters, alternative formats, and computer assisted strategies. In addition, provide strategies for funding accommodations.

NOTE: Guidance information is in the Other Reference Documents section.

**Performance Measures: Performance Improvement Plan
Self-Assessment Survey
2011**

Workforce Development Board: _____

WDB Contact Person's Name: _____

Date: _____

This self-assessment is a tool to analyze performance issues. The purpose of this self-assessment is to identify causes, and draw conclusions about, why performance standards have not been achieved. The results of this assessment should suggest solutions to performance deficiencies, and will be the basis for developing a Performance Improvement Plan and technical assistance and training needs.

1. Identify issues that contributed to the poor performance outcome per each common measure.
2. Identify activities per each common measure that the WDB will engage in to ensure the performance standard is met in the future.
3. Does the WDB regularly review and address WIA performance outcomes? If yes, describe the process.
4. Describe how the WDB ensures performance measures will be achieved through its service providers.
5. What has the WDB done to ensure that all staff (WDB and service provider staff) have been trained on the WIA performance measures.
6. Do staff regularly analyze performance to determine why performance measures were not met at any given time? If yes, what instruments were used and what staff gets information?
7. Is the WDB using additional local performance measures or critical indicators to identify issues that may affect performance results? If yes, please explain.
8. Describe local processes for ensuring the accuracy and integrity of data entered into the ASSET system, (e.g., dedicated staffing, and on-line monitoring).
9. Do staff review participant records in ASSET for accuracy and completeness? If yes, please explain and identify the staff title(s):
10. Identify areas that the WDB would like addressed through technical assistance.

**Performance Measures: Corrective Action Plan
2011**

WDB: _____

WDB Contact Person's Name: _____

Date: _____

Part 1: Performance Analysis

Identify the performance measure(s) the WDB failed for two years in a row. This pertains to Program Years 2009 and 2010.

Identify issues that contributed to the poor performance outcome(s) for each measure(s).

Part 2: Corrective Actions

Identify activities the WDB will engage in to ensure the performance standard(s) is met in the future.

Revise/refine service strategies to meet performance goals.

What changes will the WDB make, including program goals, management or administrative remedies, etc., to address deficiencies?

Identify how the WDB will monitor and measure the effectiveness of the corrective action activities to ensure performance improvement and correction of the failures.

Part 3: Technical Assistance (TA) Action Plan

Identify the areas that the WDB would like addressed through local and/or statewide TA.

Identify the preferred method of TA, (e.g. one-on-one TA in a statewide or regional setting).

Identify preferred provider source(s) for TA.

Identify reporting problems and specific remedies.

Scott Baumbach, Secretary
Wisconsin Department of Workforce Development
201 E. Washington Avenue, A400
Madison, Wisconsin 53707-7946

Dear Secretary Baumbach:

We, along with the chief elected official of the area and providers receiving funds under Title I of the Workforce Investment Act (WIA), are responsible for complying with all fiscal controls established in section 184 of WIA.

We assure that funds are spent in accordance with WIA legislation, regulations, written DOL guidance, DET guidance, and all other applicable federal and state laws.

We are providing this letter in connection with our role as a grant recipient under the state and federal workforce development programs. We confirm the following representations made to the Wisconsin Department of Workforce Development.

1. We are responsible for maintaining complete, accurate, and timely financial statements for the ---- Workforce Development Board. We have submitted to DWD the most recent audited financial statements and will submit to DWD audited financial statements in November 2011 for the fiscal year ending June 30, 2011, that are free from material misstatement.
2. We have disclosed to the auditor and the Department of Workforce Development the methods and significant assumptions used in preparing the financial statements for the ----- Workforce Development Board, including changes to these methods of accounting and reporting and/or assumptions from the previous year.
3. We are responsible for complying with the tax laws of the United States and the State of Wisconsin. We will submit a copy of the agency tax return for the year ended June 30, 2011, at the same time it is submitted to the IRS.
4. As part of our oversight of our Workforce Investment Act designated one-stop operator, we have received, reviewed, and submitted to the Department of Workforce Development a copy of the one-stop operator's most recent federal tax return where the one-stop operator is not a consortium of public agencies.
5. We are responsible for understanding and complying with the requirements of laws, regulations, and the provisions of contracts and grant agreements related to all grants and contracts issued by Department of Workforce Development. We have assigned costs to federal grants consistent with the requirements of OMB Circular A-87 and A-122. All costs assigned to federal grants are reasonable, conform to the limitations and/or exclusions set forth in the grant, are determined using generally accepted accounting principles, and are adequately documented.
6. Federal grants do not include any costs which are unnecessary, do not directly benefit the programs, or are unallowable under the applicable Federal cost principles (e.g., public relations, bad debts, entertainment costs, fines and penalties, general government expenses, interest)

7. We will prepare and submit to DWD a full copy of the A-133 audit for fiscal year ending June 30, 2011, including the related Schedule of Federal Financial Assistance. We will include expenditures made during FY 2010-11 for all awards provided by federal agencies in the form of grants, federal cost-reimbursement contracts, loans, loan guarantees, property (including donated surplus property), cooperative agreements, interest subsidies, insurance, food commodities, direct appropriations, and other assistance. Where applicable, we separately identified on the schedule those expenditures funded by the 2009 American Recovery and Reinvestment Act (ARRA).
8. We are responsible for establishing and maintaining, and have established and maintained, effective internal control over compliance for all state and federal programs that provides reasonable assurance that the ----- Workforce Development Board is managing state and federal awards in compliance with laws, regulations, and the provisions of contracts or grant agreements that could have a material effect on each of the Department of Workforce Development's programs.
9. We are responsible for the design and implementation of programs and controls to prevent and detect fraud.
10. We have made available all contracts and grant agreements (including amendments, if any) to the auditor and the Department of Workforce Development that have a material impact on state and federal workforce development programs.
11. We have identified and disclosed to the auditor and the Department of Workforce Development all amounts questioned and all known noncompliance with the direct and material compliance requirements of state and federal grants and/or contracts. The current status of any unresolved disallowances and potential disallowances has been provided to the auditor and the Department of Workforce Development.
12. We have disclosed to the auditor and the Department of Workforce Development any communications from grantors and pass-through entities concerning possible noncompliance with the direct and material compliance requirements.
13. We have disclosed to the auditor and the Department of Workforce Development the findings received and related corrective actions taken for previous audits, attestation engagements, and internal or external monitoring that directly relate to the objectives of the compliance audit.
14. We have provided to the auditor and the Department of Workforce Development our interpretations of any compliance requirements that are subject to varying interpretations.
15. We have informed subrecipients of the appropriate state and federal award and compliance requirements including, if applicable, additional ARRA-specific information and requirements and the amount of financial assistance subject to these additional requirements.
16. We have verified that subrecipients receiving assistance under ARRA are registered in the Central Contractor Registration and have obtained their Dun Bradstreet Data Universal Numbering System (DUNS) numbers.
17. We have monitored the subrecipient ----- Workforce Development Board to determine whether the subrecipient has expended financial assistance in accordance with applicable laws and regulations.

18. If applicable, we have issued and submitted a copy of management decisions to DWD on a timely basis after our receipt of subrecipients' auditor's reports that identified noncompliance with state and federal laws, regulations, or the provisions of contracts or grant agreements, and have ensured that subrecipients have taken the appropriate and timely corrective action on findings.
19. If applicable, we have considered the results of subrecipient audits and have made any necessary adjustments to the ----- Workforce Developments Board's own books and records.
20. We have disclosed to DWD any and/or all political contribution made by the ----- Workforce Development Board.
21. We have disclosed to the auditor and the Department of Workforce Development all transactions with any entity in which a ----- Workforce Development Board member or executive has greater than a 5% equity interest.
22. We have disclosed to the auditor and the Department of Workforce Development all ----- Workforce Development Board staff and staff direct family members receiving assistance under ---- Workforce Development Board directed programs funded by state and/or federal grants or contracts.
23. We have no knowledge of any fraud or suspected fraud affecting the ---- Workforce Development Board involving:
 - a. Management;
 - b. Employees who have a significant role in internal control; or
 - c. Others where the fraud could have a material effect on the audit financial statements or the Schedule of Expenditures of Federal Awards.
24. We have no knowledge of any allegations of fraud or suspected fraud affecting the ---- Workforce Development Board received in communications from employees, former employees, analysts, regulators, or others.
25. We have obtained and submitted to DWD conflict of interest forms signed by each board member.
26. We comply with the Fiscal Controls established in Section 184 of WIA.
27. We assure that funds will be spent in accordance with WIA legislation, regulations, written DOL Guidance, Division of Employment and Training (DET) Guidance and all other applicable federal and state laws.
28. We comply with the nondiscrimination provisions of WIA section 188, including compliance with the State's Methods of Administration. We will provide to DWD the data necessary to show compliance with the nondiscrimination provisions of WIA section 188 upon reasonable request.
29. We provide veterans priority access to employment and training activities authorized in section 134 of WIA and will provide DWD with data necessary to show compliance with Section 134 upon reasonable request.
30. We will make WIA participants aware of a full range of career choices including orienting and exposing them to training and jobs with family-supporting wages.

31. We make financial literacy training/information available for all participants.
32. We do not use funds received under WIA to assist, promote, or deter union organizing.
33. We comply with section 504 of the Rehabilitation Act of 1973 and the American's with Disabilities Act of 1990, as amended.
34. We developed the local workforce plan in consultation with the business community, labor organizations, and required partners.
35. We share all WDB and LEO Consortium meeting agendas and minutes with DET staff.
36. We will implement and abide by the Comprehensive Job Center Standards for all comprehensive job centers and assure the other service locations in the One Stop Service Delivery System follow the standards, as applicable.
37. We do not spend WIA funds on the development or operation of any data management systems that duplicate systems provided by the State of Wisconsin, especially ASSET, WorkNet, or Job Center of Wisconsin.
38. We developed a Continuity of Operations Plan (COOP) that outlines the methods by which the Board will function and services will be provided during a critical incident or pandemic, including:

Provisions for continuation of employment and training services under the WIA and other programs or services funded by the DWD as possible during a critical incident or pandemic as well as the restoration of full services when services have had to be limited or interrupted for a period of time.

Oversight of the status and activity of the WDA's Job Center sites during a critical incident or pandemic, including regular status reports to DET Services COOP Branch Director or designee as required.

Full cooperation with the DWD, DET Services in the preparation or implementation of a COOP as specified, including submittal of the Board's updated COOP Plan in April of each year upon request, and participation in COOP drills such as call trees, tabletop exercises and other plan reviews as scheduled.

We comply with state program priorities and directives set out in the state plan and any subsequent modifications.

To the best of our knowledge and beliefs, no events have occurred that would require adjustment to or disclosure to the audit financial statements of the ---- Workforce Development Board or the Schedule of Expenditures of Federal Awards.

INSTRUCTIONS FOR SUBMITTAL: Please sign, scan, and email this document to----- . Make a copy for your records as necessary, and mail the original to the address below:

Scott Baumbach, Secretary
 Wisconsin Department of Workforce Development
 201 E. Washington Avenue, A400
 Madison, Wisconsin 53707-7946

First Last
Chief Local Elected Official
----- Workforce Development Board

First Last
Board Chair
----- Workforce Development Board

Fist Last
Executive
----- Workforce Development Board

First Last
Chief Financial Officer
----- Workforce Development Board

Standard Terms and Conditions – LEO Agreement

Local Elected Officials (LEOs) should consider including the following elements in their LEO agreements:

I. Authorizing Language:

When a local area includes more than one unit of general local government, the chief elected officials of such units may execute an agreement that specifies the respective roles of the individual chief elected officials:

1. In the appointment of the members of the local board from the individuals nominated or recommended to be such members in accordance with the criteria in the Workforce Investment Act (WIA); and
2. in carrying out any other responsibilities – [29 USC 2832(c)(B)(i)].

II. WIA Provisions on LEO Board Authority:

The LEO Board shall exercise those powers granted to the Local Elected Officials under the Workforce Investment Act, including, but not limited to:

1. Consulting with the Governor on the designation or re-designation of a Workforce Development Area – [29 USC 2831(a)(1)(A)(ii)].
2. The appointment of local board members based on WIA requirements – [29 USC 2832(b)(1)].
3. The appointment of a Youth Council as a subgroup of the board, based on WIA criteria and cooperation with the local board – [29 USC 2832(h)(1)].
4. The review and approval of the local board's budget for the purpose of carrying out the duties of the local board as outlined in WIA – [29 USC 2832(d)(3)(A)].
5. Assisting in the administration of the grant funds by designating an entity to serve as a local grant subrecipient or a local fiscal agent – [29 USC 2832(d)(3)(B)(i)(II)].
6. In cooperation with the local board, the local grant recipient (either the local elected officials (LEOs) or an entity designated by the LEOs) shall disburse funds for workforce investment activities at the direction of the local board, if the direction does not violate a provision of the Workforce Investment Act [29 USC 2832(d)(3)(B)(i)(III)].
7. Working with the local board to conduct oversight with respect to local programs of youth activities authorized under WIA, local employment and training activities authorized under WIA, and the one-stop delivery system in the local area – [29 USC 2832(d)(4)].
8. Working with the local board and the Governor to negotiate and reach agreement on local performance measures – [29 USC 2832(d)(5)].
9. Working with the local board to develop and submit to the Governor a comprehensive 5-year local plan that is consistent with the State plan – [29 USC 2833(a)].
10. Reviewing and approving the Memorandum of Understanding (MOU) between the local board and the One Stop Partners, relating to the operation of the One Stop delivery system in the local area – [20 CFR 662.300(a)].
11. In cooperation with the local board, designating and certifying One Stop Operators or terminating for cause the eligibility of such operators – [29 USC 2832(d)(2)(A)].

III. Liability:

WIA states that the chief elected official(s) in a local workforce development area are liable for any misuse of grant funds allocated to the local area under WIA, unless the chief elected official(s) reach an agreement with the Governor to bear such liability – [29 USC 2832(d)(3)(B)].

WIA also requires that when a local workforce area is composed of more than one unit of local government, the liability of the individual jurisdictions must be specified in a written agreement between the chief elected officials – [20 CFR 667.705(c)].

Additional Liability Provisions/Guidance:

Examples of provisions that LEO boards should consider including in the liability section of their agreement:

- 1. Requiring the administrative entity and grant recipient to provide reasonable protection against liability claims by, for example:*
 - a. Requiring that directors and officers are covered by insurance and/or employee bonding;*
 - b. Ensuring that the administrative entity maintains appropriate internal controls over the use of grant funds;*
 - c. Inserting language into contracts with grant subrecipients regarding disallowed costs due to contractor error; and*
 - d. Conducting routine annual independent audits.*
 - e. A provision designating how liability amongst the individual counties will be assigned in the case of any misuse of grant funds.*

**TEMPLATE
LEO CONSORTIUM AGREEMENT**

_____ of the
_____ fill in name here _____ WISCONSIN COUNTIES CONSORTIUM
under the
WORKFORCE INVESTMENT ACT (P.L. 105-220)

THIS AGREEMENT, made and entered into this _____ day of _____ ,
by and between the COUNTIES OF _____
In the State of Wisconsin (hereinafter, the Counties):

WITNESSETH:

WHEREAS, the County Board of Supervisors of the aforementioned counties did previously adopt resolutions authorizing the County Board Chairperson to sign a charter creating the _____ Wisconsin Consortium under section 66.30, Wisconsin Statutes, in order to administer the provisions of Public Law 105-220, the federal Workforce Investment Act, and

WHEREAS, the County Board of Supervisors of each of the aforementioned counties has adopted a resolution authorizing the County Board Chairperson or County Executive to sign this "Charter of the _____ Wisconsin Counties Consortium under the Workforce Investment Act (P.L. 105-220)" (hereinafter, the "Charter"):

NOW, THEREFORE, in consideration of the above premises and the mutual covenants of the parties hereinafter set forth, the receipt and each party acknowledges sufficiency of which for itself, the Counties do hereby agree to the following Charter:

AGREEMENT

SECTION 1: That the Counties of _____
_____ ,

under Section 66.30, Wisconsin Statutes, do hereby constitute themselves to be a consortium for the purposes of Section 117 (c)(1)(B) of Public Law 105-220, the Workforce Investment Act.

SECTION 2: The local elected officials (the chairpersons of the County Board of Supervisors or County Executives) or the designees of said officials of the Counties in paragraph 1 shall constitute the Workforce Development Area Consortium of Commissioners (hereinafter, the "Consortium") which shall appoint the Workforce Development Board under Section 117(c)(1)(A) of the Act.

SECTION 3: The Consortium shall elect from its membership a Chairperson, a Vice-Chairperson and such other officers as may be provided in the by-laws. Vacancies shall be filled by election for the remainder of the unexpired term. The Chairperson shall appoint a

staff person of one of the consortium member counties or the administrative entity to serve as board clerk.

- SECTION 4: The Consortium shall name a Chief Elected Official from their membership. This person shall have signatory authority and authority to speak for the Consortium in all matters regarding the WIA. The term of this designation shall be identified.
- SECTION 5: Roberts Rules of Order, Newly Revised, shall govern the procedures of the Consortium insofar as they do not conflict with applicable law or administrative rules or by-laws duly adopted by the Consortium.
- SECTION 6: The Consortium may adopt operational and procedural bylaws consistent with this Charter, applicable federal and state laws, and rules or regulations pursuant thereto. By-laws or amendments thereto may be adopted by the affirmative vote of 2/3 of the entire membership of the Consortium at any regular meeting called for that purpose, provided that written copies thereof are delivered to each member 15 days prior to consideration.
- SECTION 7: The Consortium shall appoint the Workforce Development Board of the area, under Section 117(c)(1)(A) of P.L. 105-220 and applicable rules thereunder.
- SECTION 8: The Consortium shall execute an agreement with the Workforce Development Board for the operation and functions of the Board under Section 117 of the Act, and shall approve all Local Plans under Section 118 of the Act.
- SECTION 9: The Consortium shall perform all functions for local elected officials as contained in P.L. 105-220, the federal Workforce Investment Act.
- SECTION 10: The Consortium serves as the local grant recipient for, and is liable for any misuse of the grant funds allocated to the local area under sections 128 and 133 of the Workforce Investment Act.
- SECTION 11: In the case of any misuse of grant funds allocated to the local area, the Consortium agrees to assume liability as follows (Section 667.705(c)): Liability will be determined based upon the particular facts of the situation as to the responsibility of individual Consortium members for the particular funds. For example, if WIA funds are misused only by the employee(s) or subcontractor(s) of one member of the Consortium, then only that county shall be held liable for the repayment of the misused funds. If more than one Consortium member is involved, then the respective counties will attempt to reach an agreement as to relative liabilities based upon the facts of the situation. If the counties are unable to reach agreement, then DWD shall make the determination as to respective liabilities.
- SECTION 12: This charter agreement shall be effective when executed by the elected official of each County thereof and shall thereupon act to repeal and supersede any and all prior written or oral consortium agreements.
- SECTION 13: Amendments to the Charter agreement may be adopted with the concurrence of the Board of Supervisors of each county party hereto. The Consortium may be dissolved and this agreement may be rescinded only with the consent of all the Boards of Supervisors of the counties party hereto and the Governor.

Attachment BB

IN WITNESS WHEREOF, the parties hereto have caused this Charter Agreement to be executed by the Chairperson of the County Board of Supervisors or the County Executive of the aforementioned Counties.

_____ COUNTY

_____ COUNTY

BY: _____
County Executive

BY: _____
County Board Chairperson

ETC.

ETC. for the number of counties in the area

Done this _____ Day of _____, _____.

In the City of _____, WI.

ATTEST:

Note: Use Attachment CC – WDB Membership Form to submit proposed membership.

Composition Requirements	Nomination Process Criteria
<i>Private Sector Business</i>	
<p>The majority of the board must be represented by businesses from the area, and must be businesses with employment opportunities that reflect employment opportunities within the area.</p>	<p>To ensure that business members are those with employment opportunities in the area, we strongly encourage the following: Industries that make up more than 10% of the industries in an area should have members equal to at least one per every 10%, i.e. 33% manufacturing would mean at least 3 business representatives from manufacturing businesses; 25% service would mean at least 2 service industry representatives.</p> <p>Additional industry representation would be chosen from other industries in order to comply with the WIA requirement of a private sector majority.</p> <p>If an area chooses not to follow this guideline, you must provide an explanation of why you used a different industry mix, i.e. focusing on particular industries to deal with needs in the area.</p> <p>An industry matrix that shows percentages for each area is included as Attachment DD.</p>
<p>The board must be chaired by a business representative</p>	<p>The local workforce development board must elect their chair from the business representatives.</p>
<p>Nominations must be made by local business organizations and business trade organizations</p>	<p>Nominations must be actively sought from local business organizations and trade associations from the entire area. Only 1 nomination per board seat is needed.</p>
<p>Nominees must be business owners, chief executives, or operating officers or employers with optimum policy-making or hiring authority</p>	<p>Efforts should be made to seek representatives who will have an interest and background in youth issues for possible appointment to the Youth Council.</p>

Two or more representatives from each of the following categories:	
Local educational entities selected from nominations by regional or local educational agencies	Nominations must be sought from regional or local educational agencies. Efforts should be made to seek representatives who will have an interest and background in youth issues for possible appointment to the Youth Council.
Labor organizations nominated by local labor federations	Nominations must be sought from local labor federations (or, for a local area in which no employees are represented by such organization, other representatives of employees).
Community based organizations	WIA includes a wide variety of new programs. LEO's should actively approach agencies that serve those groups, i.e. HUD, veterans, older individuals.
Economic Development organizations	May also be private sector economic development organizations.
Others as deemed appropriate by the chief local elected official	LEOs have the option locally of appointing additional members, however keep in mind that this will increase the overall size and require additional private sector members to maintain majority.
Representative(s) from the mandatory One-Stop Service Delivery Partners: (These are minimum requirements with discretion at the local level for additional representatives.)	
WIA activities for Adults; Youth & Dislocated Workers Welfare-to-Work	One representative to serve for these programs.
Job Service - Labor Exchange (Wagner-Peyser) Trade Adjustment Assistance (and NAFTA – TAA) Veterans E & T Services, & local veteran's outreach programs	One representative to serve for these programs. DWD will provide the names of representatives for each area when there are vacancies.
Vocational Rehabilitation	One representative to serve for this program. DWD will provide the names of representatives for each area when there are vacancies.
Unemployment Insurance	One representative to serve for this program. DWD will provide the names of representatives for each area when there are vacancies.

TANF (W-2) Food Stamp Employment & Training	These program partners are required in the Wisconsin State Plan and so therefore are a required One-Stop partner in Wisconsin. Minimum requirements for representation of these programs is one for WDAs with four or fewer W-2 agencies and two for WDAs with five or more W-2 agencies. The process for selection is at the discretion of local elected officials but nominations from Tribal TANF agencies should be considered.
Adult Education and Family Literacy Postsecondary Vocational Education	One representative to serve for these programs. Contact local technical colleges for representatives.
Community Service Employment for Older Americans	This could include agencies such as Green Thumb, County Commissions on Aging, etc.
Community Services Block Grants (CSBG)	This could include a CAP agency.
Housing and Urban Development -Employment & Training Activities	This program might be represented by same agency that represents the CSBG program if that agency also operates a HUD E & T program.
Representatives from national programs - if present in area:	
Native American Programs	Under WIA, each of these national programs are required One-Stop partners and will require a separate representative where they are present in their local area . If they are local "One-Stop partners" then they must also be represented on the board. This should be reviewed every two years to see if they still have a presence in the area.
Migrant and Seasonal Farmworker Programs	
Job Corps	
Youth Opportunity Grants	
Veterans Workforce Investment Program	
Others LEOs may add additional members such as:	
National and Community Services	Additional members could be added based on their involvement and/or interest in the One-Stop delivery system.
Wisconsin Service Corps	
Conservation Corps	
Literacy Councils	
Child Care agencies	
Others	

Additional State policy requirements:

To ensure demographic diversity on the local boards, membership must be comprised of at least 20 percent female members; and
 If there are at least 3 percent minority population in an area, there must be at least one minority representative appointed to the local board.

Racial and Hispanic Distribution by WDA (Estimated Population)

Population	Total:	Population of one race:	White	Black or African American	American Indian and Alaska Native	Asian alone	Native Hawaiian and Other Pacific Islander	Some other race	Population of two or more races:	Hispanic (may be of any race)
Southeast	461,956	453,334	397,813	30,858	1,353	5,127	164	18,019	8,622	44,280
Milwaukee	953,864	933,489	608,166	240,015	6,156	29,162	292	49,698	20,375	20,375
WOW	592,448	585,995	562,027	7,466	953	11,798	72	3,679	6,453	17,321
Fox Valley	573,956	567,302	541,249	5,838	4,145	10,244	45	5,781	6,654	16,712
Bay Area	616,072	608,229	562,769	6,837	13,735	13,221	277	11,390	7,843	24,972
North Central	410,414	405,787	386,153	2,370	4,766	10,571	52	1,875	4,627	6,058
Northwest	179,429	176,777	166,610	924	7,700	856	85	602	2,652	2,198
West Central	450,581	446,355	433,150	2,592	2,526	6,238	164	1,685	4,226	5,616
Western	287,966	285,171	272,687	2,929	3,158	4,649	11	1,737	2,795	4,909
South Central	771,918	757,926	699,139	24,671	2,732	21,327	63	9,994	13,992	33,362
Southwest	300,816	297,457	282,144	8,160	801	2,287	114	3,951	3,359	11,246

Percentage	Minority	White	Black or African American	American Indian and Alaska Native	Asian alone	Native Hawaiian and Other Pacific Islander	Some other race	Population of two or more races:	Hispanic (may be of any race)
Southeast	13.9	86.1	6.7	0.3	1.1	0.0	3.9	1.9	9.6
Milwaukee	36.2	63.8	25.2	0.6	3.1	0.0	5.2	2.1	2.1
WOW	5.1	94.9	1.3	0.2	2.0	0.0	0.6	1.1	2.9
Fox Valley	5.7	94.3	1.0	0.7	1.8	0.0	1.0	1.2	2.9
Bay Area	8.7	91.3	1.1	2.2	2.1	0.0	1.8	1.3	4.1
North Central	5.9	94.1	0.6	1.2	2.6	0.0	0.5	1.1	1.5
Northwest	7.1	92.9	0.5	4.3	0.5	0.0	0.3	1.5	1.2
West Central	3.9	96.1	0.6	0.6	1.4	0.0	0.4	0.9	1.2
Western	5.3	94.7	1.0	1.1	1.6	0.0	0.6	1.0	1.7
South Central	9.4	90.6	3.2	0.4	2.8	0.0	1.3	1.8	4.3
Southwest	6.2	93.8	2.7	0.3	0.8	0.0	1.3	1.1	3.7

Source: American Community Survey (2005-2009)

Attachment CC

Employment	Southeast	Milwaukee	WOW	Fox Valley	Bay Area	North Central	Northwest	West Central	Western	South Central	Southwest
Total, All Industries	159,184	479,790	313,528	274,116	289,734	180,589	63,495	175,198	127,410	412,395	107,886
Agriculture,Forestry,Fishing & Hunting	853	54	712	2,754	3,919	3,251	715	2,069	1,551	3,211	1,527
Mining,Quarrying,and Oil & Gas Extraction	32	39	303	660	280	115	64	237	205	266	136
Utilities	495	2,788	1,099	662	2,917	648	425	580	939	2,110	663
Construction	5,107	11,138	15,336	14,118	11,596	6,489	2,247	6,096	4,465	16,284	3,978
Manufacturing	31,775	52,379	61,885	59,814	64,910	31,189	11,081	30,763	20,908	51,146	15,786
Wholesale Trade	6,829	18,927	21,017	11,720	11,549	8,104	2,254	5,907	5,750	16,715	5,793
Retail Trade	19,735	46,857	35,987	29,743	27,339	22,663	7,054	22,629	15,543	42,301	19,221
Transportation & Warehousing	4,538	16,153	10,045	7,904	10,411	9,031	2,793	8,792	5,565	11,051	3,383
Information	1,022	10,700	6,435	5,091	4,837	2,784	1,069	2,059	1,488	10,861	2,240
Finance & Insurance	3,939	33,638	15,515	11,569	14,157	9,705	1,517	6,837	4,410	24,490	2,914
Real Estate & Rental & Leasing	1,233	7,169	3,156	2,092	1,978	1,094	573	1,076	931	5,525	671
Professional,Scientific,and Technical Services	3,627	23,294	14,853	7,668	8,789	4,370	1,264	5,074	2,781	20,488	2,201
Management of Companies & Enterprises	1,038	16,561	7,865	4,437	6,087	1,416	951	2,866	2,205	5,375	1,029
Administrative & Support & Waste Management & Remediation Services	8,590	31,796	17,759	12,760	11,820	4,123	1,640	6,350	4,390	17,059	3,401
Educational Services	14,657	44,044	18,304	19,350	20,830	12,003	5,727	15,797	10,557	44,471	11,336
Health Care & Social Assistance	22,273	85,085	34,947	35,287	37,286	30,183	8,054	26,224	22,603	51,097	14,691
Arts,Entertainment,and Recreation	3,146	9,148	5,209	2,954	5,318	2,700	1,598	2,947	1,320	7,410	1,269
Accommodation & Food Services	16,096	35,298	22,416	22,147	25,570	14,521	6,566	14,677	10,818	35,093	8,470
Other Services (except Public Administration)	4,907	16,843	10,919	10,074	9,133	6,625	1,788	4,814	3,451	14,085	2,885
Public Administration	9,292	17,879	9,766	13,312	11,008	9,575	6,115	9,404	7,530	33,357	6,292
Other	0	0	0	0	0	0	0	0	0	0	0
Percentage											
Total, All Industries	99.9	99.9	100.0	100.2	100.1	100.1	100.0	100.1	100.0	99.9	99.8
Natural Resources	0.6	0.0	0.3	1.2	1.4	1.9	1.2	1.3	1.4	0.8	1.5

Composition of Boards Minimum Membership by Industry

Industry	Southeast	Milwaukee	WOW	Fox Valley	Bay Area	North Central	Northwest	West Central	Western	South Central	Southwest
Natural Resources	0	0	0	0	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0	0	0	0	0
Manufacturing	2	1	2	2	2	2	2	2	2	1	2
Trade, Transportation, Utilities	2	2	2	2	2	2	2	2	2	2	3
Information	0	0	0	0	0	0	0	0	0	0	0
Financial Activities	0	0	0	0	0	0	0	0	0	0	0
Professional & Business Services	0	2	1	1	1	0	0	0	0	1	0
Education & Health	2	3	2	2	2	2	2	3	3	3	3
Leisure & Hospitality	1	1	0	1	1	1	1	1	1	1	1
Other Services	0	0	0	0	0	0	0	0	0	0	0
Total	7	9	7	8	8	7	7	8	8	8	9
Previous Composition											
Industry											
Natural Resources	0	0	0	0	0	0	0	0	0	0	0
Construction	0	0	0	0	0	0	0	0	0	0	0
Manufacturing	2	1	2	2	2	2	2	2	2	1	2
Trade, Transportation, Utilities	2	2	2	2	2	2	2	2	2	2	3
Information	0	0	0	0	0	0	0	0	0	0	0
Financial Activities	0	0	0	0	0	0	0	0	0	0	0
Professional & Business Services	0	1	1	0	0	0	0	0	0	0	0
Education & Health	2	2	1	2	2	2	2	2	2	2	2
Leisure & Hospitality	1	0	0	0	1	0	1	0	1	0	0
Other Services	0	0	0	0	0	0	0	0	0	0	0
Total	7	6	6	6	7	6	7	6	7	5	7

Highlighted Areas will need to change to be in compliance with stated guidelines

Note: Education and Health Services include employers that are publically owned (methodology is consistent with previous reporting guidelines)

Source: LED data by WDA, DWD - LMI Section

Attachment CC

Construction	3.2	2.3	4.9	5.2	4.0	3.6	3.5	3.5	3.5	3.9	3.7
Manufacturing	20.0	10.9	19.7	21.8	22.4	17.3	17.5	17.6	16.4	12.4	14.6
Trade, Transportation, Utilities	19.8	17.7	21.7	18.3	18.0	22.4	19.7	21.6	21.8	17.5	26.9
Information	0.6	2.2	2.1	1.9	1.7	1.5	1.7	1.2	1.2	2.6	2.1
Financial Activities	3.2	8.5	6.0	5.0	5.6	6.0	3.3	4.5	4.2	7.3	3.3
Professional & Business Services	8.3	14.9	12.9	9.1	9.2	5.5	6.1	8.2	7.4	10.4	6.1
Education & Health	23.2	26.9	17.0	19.9	20.1	23.4	21.7	24.0	26.0	23.2	24.1
Leisure & Hospitality	12.1	9.3	8.8	9.2	10.7	9.5	12.9	10.1	9.5	10.3	9.0
Other Services	3.1	3.5	3.5	3.7	3.2	3.7	2.8	2.7	2.7	3.4	2.7
Public Administration	5.8	3.7	3.1	4.9	3.8	5.3	9.6	5.4	5.9	8.1	5.8

Note: Those cells shaded need to have representation on the local board. Total may not add to 100 due to rounding.

Conflict of Interest – Disclosure Statement
(July 1, _____ through June 30, _____)

Name: _____

Affiliation with the _____ Workforce Development Board (*Check One*):

Board Member: ___ Employee: ___ Grantee: ___ Grant Applicant: ___

The Department of Workforce Development (DWD) understands that conflicts of interest may arise over the course of normal business. DWD’s goal is not to eliminate all conflicts. However, DWD expects to see these conflicts appropriately identified on the conflict of interest statement.

Board members and employees, please respond to the following questions:

1. Do you, or a member of your immediate family, have any ownership interest in, investment in, employment with, contractual relationship with, and/or fiduciary or professional relationship with any organization or entity which receives or may seek to receive funds from or which does business with or may seek to do business with the _____ Workforce Development Board?

Yes No

If you responded “Yes” to the above question, please explain below:

2. Do you agree to recuse yourself from matters that produce or assist in the production of a substantial benefit, direct or indirect, for yourself, one or more members of your immediate family, or an organization with which you are associated? By marking the checkbox below, you indicate that you agree to abide by this statement.

I agree to abide by this statement: ___

Grantees and grant applicants, please respond to the following questions:

1. Do you, or an immediate family member, serve on the _____ Workforce Development Board?

Yes No

2. Does any member of the _____ Workforce Development Board serve on your organization’s board of directors or advisory council?

Yes No

3. Do you have a business or employment relationship with any board member of the _____ Workforce Development Board?

Yes No

If you responded "Yes" to any of the above questions, please explain below:

I hereby certify that the information set forth above is true and complete to the best of my knowledge. Should circumstances change that require updating the information disclosed on this form, I agree to file a new declaration.

Signature

Date

Print Name

**Certification Regarding
Debarment, Suspension, Ineligibility and Voluntary Exclusion
Lower Tier Covered Transactions**

This certification is required by the regulations implementing Executive Order 12549, Debarment and Suspension, 29 CFR Part 98, Section 98.510, Participants' responsibilities. The regulations were published as Part VII of the May 26, 1988 Federal Register (pages 19160-19211).

**BEFORE COMPLETING CERTIFICATION, READ ATTACHED INSTRUCTIONS WHICH ARE
AN INTEGRAL PART OF THE CERTIFICATION**

- (1) The prospective recipient of Federal assistance funds certifies, by submission of this proposal, that neither it nor its principals are presently debarred, suspended, proposed for debarment, declared ineligible, or voluntarily excluded from participation in this transaction by any Federal department or agency.
- (2) Where the prospective recipient of Federal assistance funds is unable to certify to any of the statements in this certification, such prospective participant shall attach an explanation to this proposal.

Name and Title of Authorized Representative

Signature Date

Instructions for Certification

1. By signing and submitting this proposal, the prospective recipient of Federal assistance funds is providing the certification as set out below.
2. The certification in this clause is a material representation of fact upon which reliance was placed when this transaction was entered into. If it is later determined that the prospective recipient of Federal assistance funds knowingly rendered an erroneous certification, in addition to other remedies available to the Federal Government, the Department of Labor (DOL) may pursue available remedies, including suspension and/or debarment.
3. The prospective recipient of Federal assistance funds shall provide immediate written notice to the person to whom this proposal is submitted if at any time the prospective recipient of Federal assistance funds learns that its certification was erroneous when submitted or has become erroneous by reason of changed circumstances.
4. The terms “covered transaction,” “debarred,” “suspended,” “ineligible,” “lower tier covered transaction,” “participant,” “person,” “primary covered transaction,” “principal,” “proposal,” and “voluntarily excluded,” as used in this clause, have the meaning set out in the Definitions and Coverage sections of rules implementing Executive Order 12549. You may contact the person to whom this proposal is submitted for assistance in obtaining a copy of those regulations.
5. The prospective recipient of Federal assistance funds agrees by submitting this proposal that, should the proposed covered transaction be entered into, it shall not knowingly enter into any lower tier covered transaction with a person who is debarred, suspended, declared ineligible, or voluntarily excluded from participation in this covered transaction, unless authorized by the DOL.
6. The prospective recipient of Federal assistance funds further agrees by submitting this proposal that it will include the clause titled “Certification Regarding Debarment, Suspension, Ineligibility and Voluntary Exclusion - Lower Tier Covered Transactions,” without modification, in all lower tier covered transactions and in all solicitations for lower tier covered transactions.
7. A participant in a covered transaction may rely upon a certification of a prospective participant in a lower tier covered transaction that it is not debarred, suspended, ineligible, or voluntarily excluded from the covered transaction, unless it knows that the certification is erroneous. A participant may decide the method and frequency by which it determines the eligibility of its principals. Each participant may but is not required to check the List of Parties Excluded from Procurement or Nonprocurement Programs.
8. Nothing contained in the foregoing shall be construed to require establishment of a system of records in order to render in good faith the certification required by this clause. The knowledge and information of a participant is not required to exceed that which is normally possessed by a prudent person in the ordinary course of business dealings.
9. Except for transactions authorized under paragraph 5 of these instructions, if a participant in a covered transaction knowingly enters into a lower tier covered transaction with a person who is suspended, debarred, ineligible or voluntarily excluded from participation in this transaction, in addition to other remedies available to the Federal Government, the DOL may pursue available remedies, including suspension and/or debarment.

CERTIFICATION REGARDING LOBBYING

CERTIFICATION FOR CONTRACTS, GRANTS, LOANS AND COOPERATIVE AGREEMENTS

The undersigned certifies, to the best of his or her knowledge and belief, that:

- (1) No Federal appropriated funds have been paid or will be paid by or on behalf of the undersigned, to any person for influencing or attempting to influence an officer or employee of an agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with the awarding of any Federal contract, the making of any Federal grant, the making of any Federal loan, the entering into of any cooperative agreement, and the extension, continuation, renewal, amendment, or modification of any Federal contract, grant, loan, or cooperative agreement.
- (2) If any funds other than Federal appropriated funds have been paid or will be paid to any person for influencing or attempting to influence an officer or employee of any agency, a Member of Congress, an officer or employee of Congress, or an employee of a Member of Congress in connection with this Federal contract, grant, loan, or cooperative agreement, the undersigned shall complete and submit Standard Form-LLL, "Disclosure Form to Report Lobbying," in accordance with its instructions.
- (3) The undersigned shall require that the language of this certification be included in the award documents for all* subawards at all tiers (including subcontracts, subgrants and contracts under grants, loans, and cooperative agreements) and that all* subrecipients shall certify and disclose accordingly.

This certification is a material representation of fact upon which reliance was placed when this transaction was made or entered into. Submission of this certification is a prerequisite for making or entering into this transaction imposed by section 1352, title 31, U.S. Code. Any person who fails to file the required certification shall be subject to a civil penalty of not less than \$10,000 and not more than \$100,000 for each such failure.

	WIA Title I-B
Grantee/Contractor Organization	Program/Title

Name of Certifying Official	Signature	Date
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*Note: In these instances, "All," in the Final Rule is expected to be clarified to show that it applies to covered contract/grant transactions over \$100,000 (per OMB)

Quarterly Budget Information Summary

WDA # _____

Category	QTR 1	QTR 2	QTR 3	QTR 4	PY10*
Admin Grant					
Adult					
Dislocated Worker					
Youth					
Total					

Adult & DW High-Demand Training				
---------------------------------	--	--	--	--

Instructions:

The cells above are cumulative across each row. I.e. Quarter 1 contains only that quarter's planned expenditures (actual and accrued). Quarter 2 includes Quarter 1's planned expenditures and Quarter 2 planned expenditures.

Core Services				
Intensive Services				
Training Services				

Instructions: For each of these rows enter the amount planned to be spent on each of these activities. Again each row is cumulative across quarters.

Other Reference Documents

Compliance Disability Checklist–WIA Section 188 and Other Web Resources

Section 188 of the WIA Title I Statute, enumerates the requirements for universal access and disability accommodations in DOL Federal financial assistance programs – below are some relevant links from the Civil Rights Center Website

The Section 188 Disability Checklist “mimics” the Equal Opportunity and Nondiscrimination Methods of Administration compliance template described in detail in regulations that implement the Equal Opportunity and Nondiscrimination requirements at 29 CFR Part 37.54.

Section 188 Checklist <http://www.dol.gov/oasam/programs/crc/section188.htm>

Directive from DOL Assistant Secretaries to the Workforce System
<http://www.dol.gov/oasam/programs/crc/WIASection188DisabilityChecklist.htm>

APPENDIX = EXAMPLES OF PRACTICES

<http://www.dol.gov/oasam/programs/crc/section188.htm#appendix>

United States Department of Labor, Civil Rights Center
<http://www.dol.gov/oasam/programs/crc/>

Division of Employment and Training Civil Rights Website
http://dwd.wisconsin.gov/det/civil_rights/default.htm

Workforce Investment Act: Details from Section 188 & Implementation Examples

Universal Access – WIA Section 188

Policy: Ensure universal access to WIA Title I-financially assisted programs and activities for all individuals through reasonable recruitment, targeting, and outreach efforts as well as through the design of service delivery procedures responsive to the needs of individuals with disabilities (e.g. intake/assessment procedures, types/mix of services offered, training needs for personnel, etc.).

Example

One-Stops will establish yearly assessment strategies to improve upcoming programming and services. Assessment strategies will focus on the following areas: attendance/enrollment outcomes in One-Stop programs, effectiveness and demand for core/auxiliary programming/services, trends in local labor market and occupational information, and local demographic information.

Example

One-Stops must make a conscious effort to enhance universal access to services for individuals with disabilities and minority individuals through targeted outreach efforts with community/civic organizations and partners, the school system, various media resources, local businesses, and other public forums.

Example

One-Stop facilities must develop strategies and resources for offering any/all interested individuals the opportunity to learn about and become more acquainted with existing resources, programs, and services as well as availability of auxiliary aids and formats. This includes assistance with operating computers and work stations, accessing printed information,

Communication Policy – WIA Section 188

Policy: Provide initial and continuing notice to registrants, applicants, eligible applicants/registrants, participants, sub-recipients of WIA Title I funds, and members of the public (including individuals with hearing and visual impairments) that the recipient does not discriminate on the basis of disability and follows equal employment practices. This Notice contains the exact wording of “Equal Opportunity is the Law” and should be incorporated in the following recruitment/marketing materials:

Orientation materials

Written materials – manuals and handbooks

Recruitment brochures

Broadcast/electronic media

Disseminated in internal memoranda and other written or electronic communications

Equal Opportunity Is the Law

It is against the law for this recipient of Federal financial assistance to discriminate on the following bases: against any individual in the United States, on the basis of race, color, religion, sex, national origin, age, disability, political affiliation or belief; and against any beneficiary of programs financially assisted under Title I of the Workforce Investment Act of 1998 (WIA), on the basis of the beneficiary's citizenship/status as a lawfully admitted immigrant authorized to work in the United States, or his or her participation in any WIA Title I-financially assisted program or activity.

The recipient must not discriminate in any of the following areas: deciding who will be admitted, or have access, to any WIA Title I-financially assisted program or activity; providing opportunities in, or treating any person with regard to, such a program or activity; or making employment decisions in the administration of, or in connection with, such a program or activity.

What to Do If You Believe You Have Experienced Discrimination?

If you think that you have been subjected to discrimination under a WIA Title I-financially assisted program or activity, you may file a complaint within 180 days from the date of the alleged violation with either:

The recipient's Equal Opportunity Officer (or the person whom the recipient has designated for this purpose); or the Director, Civil Rights Center (CRC), U.S. Department of Labor, 200 Constitution Avenue NW, Room N-4123, Washington, DC 20210.

If you file your complaint with the recipient, you must wait either until the recipient issues a written Notice of Final Action, or until 90 days have passed (whichever is sooner), before filing with the Civil Rights Center (see address above).

If the recipient does not give you a written Notice of Final Action within 90 days of the day on which you filed your complaint, you do not have to wait for the recipient to issue that Notice before filing a complaint with CRC. However, you must file your CRC complaint within 30 days of the 90-day deadline (in other words, within 120 days after the day on which you filed your complaint with the recipient).

If the recipient does give you a written Notice of Final Action on your complaint, but you are dissatisfied with the decision or resolution, you may file a complaint with CRC. You must file your CRC complaint within 30 days of the date on which you received the Notice of Final Action.

Example

Recipient will inform all individuals who inquire about or enroll in services at the One-Stop regarding the nondiscrimination policy using the above Notice.

Example

All consumers will be asked to verify his/her receipt of the above Notice.

Recipient must ensure that communications with individuals with disabilities are as effective as those with others and must adopt various strategies to enhance communication opportunities.

Example

Recipient staff, administrators, and subcontracting staff will receive yearly training to ensure familiarity with the variety of auxiliary aids and formats available to consumers as well as ways to respectfully communicate directly with the person with the disability.

Example

Recipient will ensure that all consumers receive a comprehensive list of communication resources and formats available to help enhance universal access to the following materials:

- The orientation/intake process,
- Marketing/recruitment/orientation materials,
- Handouts and brochures,
- The One-Stop's website, and
- Alternative formats (tapes, Braille, etc.).

Incorporate into all marketing and recruitment materials/strategies that WIA Title I recipient is an "equal opportunity employer/program", that "auxiliary aids and services (sign language interpreters, assistive listening devices, open/closed captioning on videos, TDD/TTY's or Telephone Relay Service, large print, Braille, or electronic form) are available upon request to individuals with disabilities", and that materials/strategies include positive images of individuals with disabilities.

Example

Include the following statement in all marketing materials, recruitment brochures, advertisements, and job announcements including those available in alternative formats for individuals with sensory disabilities and with limited-speaking abilities: ["Equal Opportunity Employer/Program.Auxiliary Aids and Services are Available Upon Request to Individuals with Disabilities"](#)

Example

Recipient must ensure that marketing and recruitment strategies encourage individuals with disabilities across the full spectrum of physical, mental, cognitive, and sensory disabilities seek services or apply for employment.

Recipient ensures that all individuals receive the Notice of nondiscrimination and that it is provided in appropriate and alternative formats for individuals with both sensory and cognitive disabilities.

Example

The Notice is made available in Braille, large print, audio cassette, or on ASCII diskette for individuals with sensory disabilities.

Example

The Notice and nondiscrimination policy is read or explained to individuals with cognitive impairments.

Example

In order to provide services according to universal access, recipient staff must follow a uniform strategy or procedure for ensuring that all consumers receive information regarding the various communication formats available for communicating the Notice (i.e. audio tape, written format, large print, Braille, etc. to receive the notice).

Where materials indicate that the recipient may be reached by telephone, information regarding TDD/TTY or relay contact information must also be included.

Example

TTY/TDD and/or relay service contact information will be included on all recruitment and marketing materials and offered to all individuals inquiring about or requesting services at the One-Stop.

Example

Recipient will have appropriate equipment and services available for consumers who use relay and/or TTY/TDD.

Recipient will inform its consumers with limited English-speaking ability about the nondiscrimination policy and their rights to auxiliary aids and services in a clear and respectable manner.

Example

The nondiscrimination Notice will be communicated to all limited English-speaking consumers using the appropriate and most preferred translated format as indicated by the individual such as oral interpretation, written materials, or audio tape.

Example

Recipient consumers with limited English speaking abilities will be informed of the availability of translation services and other communication methods available.

Comprehensive Job Center Standards

One-Stop Job Center Requirements and Standards of Service

As established in § 662.100 (a) of the WIA Regulations, ...the One-Stop delivery system is a system under which entities responsible for administering separate workforce investment, educational, and other human resource programs and funding streams (referred to as One-Stop partners) collaborate to create a seamless system of service delivery that will enhance access to the programs' services and improve long-term employment outcomes for individuals receiving assistance.

Integral to the accomplishment of that goal, the Act establishes Federal, State and Local responsibilities to establish a system of one-stop job centers through out the nation. In Wisconsin, a Comprehensive One-stop Center is a physical location where, at a minimum, WIA Title 1b core services are provided and Wisconsin Job Service and Wisconsin Division of Vocational Rehabilitation staffs are located. There must be at least one comprehensive center in each Workforce Development Area. Each comprehensive one-stop center must provide the following:

Core Services: WIA 134(b)(2)

1. Determination of an individual's eligibility to receive assistance from WIA
2. Assistance in establishing eligibility for programs of financial aid for training and education programs not funded under the WIA and available in the local area.
3. Outreach, intake, and orientation to the information and other services available through the Job Center system.
4. Initial assessment of occupational and soft skill levels, aptitudes, abilities, and supportive service needs.
5. Job search and placement assistance, and where appropriate, career counseling;
6. Access to WORKnet and WisCareers, or, provide of employment statistics information, including the provision of accurate information relating to local, regional, and national labor market areas, including--
 - (i) job vacancy listings in such labor market areas;
 - (ii) information on job skills necessary to obtain the jobs described in clause (i); and
 - (iii) information relating to local occupations in demand and the earnings and skill requirements for such occupations;
7. Access to the State Eligible Training List
8. Information regarding local area performance measures and any additional performance information for the one-stop delivery system in the local area.
9. Information about and referral to supportive services, including childcare and transportation in the local area
10. Information regarding filing claims for unemployment compensation.
11. Follow-up services (including counseling) for WIA participants placed in unsubsidized employment, for at least 12 months after the first day of employment.

Access to Intensive Services: WIA 134(d)(3)(C)

1. Comprehensive and specialized assessments of the skill levels and service needs of adults and dislocated workers, which may include--
2. diagnostic testing and use of other assessment tools; and

3. in-depth interviewing and evaluation to identify employment barriers and appropriate employment goals.
4. Development of an individual employment plan, to identify the employment goals, appropriate achievement objectives, and appropriate combination of services for the participant to achieve the employment goals.
5. Group counseling.
6. Individual counseling and career planning.
7. Case management for participants seeking training services under paragraph (4).
8. Short-term prevocational services, including development of learning skills, communication skills, interviewing skills, punctuality, personal maintenance skills, and professional conduct, to prepare individuals for unsubsidized employment or training.

Access to Training Services: WIA 134(d)(4)(D)

1. occupational skills training, including training for nontraditional employment;
2. on-the-job training;
3. programs that combine workplace training with related instruction, which may include cooperative education programs;
4. training programs operated by the private sector;
5. skill upgrading and retraining;
6. entrepreneurial training;
7. job readiness training;
8. adult education and literacy activities provided in combination with services described in any of clauses (1) through (7); and
9. customized training conducted with a commitment by an employer or group of employers to employ an individual upon successful completion of the training.

Access to other programs and activities carried out by the One-Stop partners

The One-stop partners are:

1. WIA Title I
2. Adult Education and Family Literacy (WIA Title II)
3. Job Service (WIA Title III)
4. DVR (WIA Title IV)
5. Temporary Assistance to Needy Families/WI W-2 (Added by the Governor)
6. Food Stamp E & T and Food Stamp Workfare (check name)
7. Senior Community Service Employment Program- Older Americans Act
8. Carl D. Perkins Vocational and Applied Technology Education
9. Trade Adjustment Assistance (and NAFTA-TAA)
10. Veterans E & T Services & local veteran's outreach programs
11. Community Services Block Grants
12. Housing and Urban Development E & T Activities
13. Unemployment Insurance
14. Native American Programs (*if present in the WDA*)
15. Migrant and Seasonal Farm Worker Programs (*if present in the WDA*)
16. Job Corps (*if present in the WDA*)
17. Youth Opportunity Grants (*if present in the WDA*)
18. Veterans Employment and Training Program (*if present in the WDA*)

While each local area must have at least one comprehensive center (and may have additional comprehensive centers), WIA section 134(c) allows for arrangements to supplement the comprehensive center. These arrangements may include:

1. A network of affiliated sites that can provide one or more partners' programs, services and activities at each site;
2. A network of One-Stop partners through which each partner provides services that are linked, physically or technologically, to an affiliated site that assures individuals are provided information on the availability of core services in the local area; and
3. Specialized centers that address specific needs, such as those of dislocated workers.

The design of the local area's One-Stop delivery system, including the number of comprehensive centers and the supplementary arrangements other service locations, must be described in the local plan and be consistent with the Memorandum of Understanding executed with the One-Stop partners.

Each Memorandum of Understanding shall contain provisions describing--

1. the services to be provided through the one-stop delivery system;
2. how the costs of such services and the operating costs of the system will be funded;
3. methods for referral of individuals between the one-stop operator and the one-stop partners, for the appropriate services and activities; and
4. the duration of the memorandum and the procedures for amending the memorandum during the term of the memorandum; and
5. other provisions, consistent with the requirements of this title, as the parties to the agreement determine to be appropriate and could include:
 - a. requires all signatories strive to meet the service standards
 - b. requires all signatories to participate in center management
 - c. defines roles and responsibilities or signatory agency staff within the center
 - d. center marketing requirements

Standards of Service

The Job Center Service Standards define expectations for serving customers within Job Centers across the State of Wisconsin. The standards will also continue the focus on quality service and ensure consistency of service across the state. The Workforce Development Board is responsible for ensuring that their comprehensive center(s) and any supplementary centers other service locations meet Service Standards.

The Service Standards are broadly stated to allow flexibility in regional program design and local implementation of services. The Service Standards state "what" is to be done; it is up to local groups responsible for the planning and implementation of Job Center services to decide "how" local activities will meet the Service Standards.

The standards are crafted around two customer groupings; Administrative/Partner, and Employers and Job Seekers.

Administrative/Partner Expectations:

1. The Job Center has a *Memorandum of Understanding* (MOU) with all partners that clearly delineates roles and responsibilities in the service delivery system.
2. The Job Center meets ADA physical and program accessibility requirements. Provide equal access to all services and programs (including resource room materials and services) for all customers, including persons with disabilities and limited English-speaking ability.
3. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers. (TEGL # 5-03, 9-6-2004) vpl1-07 3-19-07

4. The Resource Room/customer service area of the Center is staffed all hours the Center is open. One person who can triage customer needs and refer to programs as appropriate must be on duty at all times the center is open.
5. Staff at the Job Center will provide access to all other required WIA partner programs
6. Staff at the Job Center will provide information about available job training and make referrals as needed
7. The Job Center has a credentialed employment counselor who works with all job seeker customers and is on-site each week.
8. The Job Center addresses the needs of youthful job seekers
9. The Job Center is participating in a continuous improvement program. Job Center effectiveness in providing services to job seekers and employers will be available to the public.
10. The continuous improvement program must ensure a trained, competent staff and that staff participates in a credentialing program. Staffs providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers. Staff possess the following knowledge.
 - a. Knowledge of available community resources.
 - b. Knowledge of referral process to all partner programs and services as appropriate for the customer's needs.
 - c. Knowledge and assistance with all Job Center tools, technologies, Internet, and computer systems.
 - d. Knowledge and assistance with special needs and overcoming barriers to employment, as needed. Understands special employment needs of diverse populations.
 - e. Knowledge of privacy and confidentiality requirements for all customers.
 - f. Knowledge of customer service techniques including maintaining a professional relationship.
11. The Job Center has exterior signage using the "Job Center of Wisconsin, Connecting Wisconsin's Workforce Here" logo. Interior signage ensures that all customers are able to use the Job Center effectively and includes, required posters, room locations and directions in English and alternate language(s) as appropriate to customer demographics. [NOTE: Decals will be provided by DET that will suffice for compliance].
12. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer.
13. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
14. Privacy and confidentiality is provided for all customers.
15. All customers are served in a timely manner. (Each Workforce Development Board will decide what it considers a timely manner for customer service.)
16. The Job Center has a Business Services Team that will provide business services in an integrated nonduplicative manner and is consistent with the regional *Business Services Plan*

Employer and Job Seeker Expectations: Every customer using the Job Center should expect:

1. Access to JobCenterofWisconsin.com to make connections between job seekers and employers
2. The level of service provided will be appropriate to individual customer's needs and consistent with program requirements.
3. Regularly scheduled financial literacy education and assistance, information about and referral to credit rehabilitation counseling
4. Veterans and qualified spouses shall be given priority over non-veterans in the receipt of any employment, training, and placement services provided in Wisconsin Job Centers. (TEGL # 5-03, 9-6-2004) vpl1-07 3-19-07

5. Access to all other required WIA partner programs
6. Information about available job training and receive referrals as needed
7. Access to an employment counselor who works with all job seeker customers and is on-site each week.
8. To make informed choices, within available services, and be assisted in determining service options.
9. Services are coordinated across programs and not duplicated, to improve efficiency and service to the customer.
10. Program information is accessible in various delivery formats to ensure understanding by the customer, e.g., oral/written translation services, interpreter services/sign language, etc.
11. Accommodations are made for customers' special needs (physical and programmatic).
12. Customers receive services through the Job Center system regardless of race, gender, ethnicity, age, or disability status and in accordance with any other legal protections.
13. Privacy and confidentiality is provided for all customers.
14. Staff providing services through Job Centers are trained and demonstrate competence in providing consistent, high quality service to business and job seeker customers
15. All customers are treated with respect and served in a timely manner.
16. Information on education, employment and training services.
17. Information on local services, potential eligibility requirements, and how and where to access those services.
18. Information about support services needed to maintain employment.
19. Initial, comprehensive and specialized assessments as appropriate to the customers' needs and program requirements.
20. Career planning with an emphasis on jobs in the area that provide family-supporting wages and benefits, including nontraditional occupations.
21. Current job openings, the qualifications associated with these openings, and application.
22. Assistance with job search, including resume writing, interviewing, seeking nontraditional employment positions, using labor market information and locating the "hidden job market," career ladders, and high wage, high demand occupations.
23. Information on the Unemployment Insurance (UI) filing and claims update processes.
24. Financial literacy training such as the wise use of credit and financial asset building, and credit rehabilitation counseling.
25. Be greeted by some one who can determine my needs and refer me to programs, as appropriate.

State Waivers Approved by the U.S. Department of Labor for PY 2011-12

Common performance measures, WIA Section 136(b)

Extending the period of initial eligibility of training providers, 20 CFR § 663.530

Increasing the employer reimbursement for on-the-job training with a specified sliding scale based on company size along with other prescriptive guidance, WIA Section 101(31)(B)

Reducing the 50% employer match for customized training with a specified sliding scale based on company size along with other prescriptive guidance, WIA Section 101(8)(C)

Transferring authority up to 50% between the Adult and Dislocated Worker funding streams allocated to a local area, WIA Section 133(b)(4)

Using up to 10% of local Adult funds and up to 10% of local Dislocated Worker funds for incumbent worker training only as part of a lay-off aversion strategy serving only low-income/economically disadvantaged adults, along with other conditions such as training restricted to skill attainment activities, WIA Section 134

Common Measures Summary

1. Adult Entered Employment: Of those who are not employed at the date of participation: the number of adult participants who are employed in the first quarter after the exit quarter.
2. Adult Employment Retention: Of those who are employed in the first quarter after the exit quarter: the number of adult participants who are employed in both the second and third quarters after the exit quarter.
3. Adult Average Earnings: Of those adult participants who are employed in the first, second, and third quarters after the exit quarter: Total earnings in the second plus the total earnings in the third quarters after the exit quarter.
4. Youth Placement in Employment or Education: Of those who are not in post-secondary education or employment (including the military) at the date of participation: the number of youth participants who are in employment (including the military) or enrolled in post-secondary education and/or advanced training/occupational skills training in the first quarter after the exit quarter.
5. Youth Attainment of a Degree or Certificate: Of those enrolled in education (at the date of participation or at any point during the program): the number of youth participants who attain a diploma, GED, or certificate by the end of the third quarter after the exit quarter.
6. Youth Literacy and Numeracy Gains: Of those out-of-school youth who are basic skills deficient: the number of youth participants who increase one or more educational functioning levels.

Source: U.S. Department of Labor, TEGL 17-05